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Docket No.: RIC00036

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

Forrest L. Pierson, Jr.

Application No.: 10/087,983

Filed: March 5, 2002

Title: Electrical Box for Providing Electrical Power and
Low Voltage Signals to a Building

Confirmation No.: 1526

Group Art Unit: 2839

Examiner: Unassigned

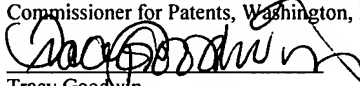
TRANSMITTAL OF NOTICE TO FILE MISSING PARTS OF APPLICATION

BOX: MISSING PARTS

Commissioner of Patents
Washington, D.C. 20231

MAILING CERTIFICATE UNDER 37 C.F.R. §1.8(a)

I hereby certify that the correspondence noted hereon is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on July 1, 2002


Tracy Goodwin

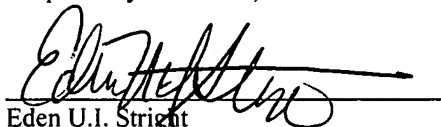
Sir:

In response to the Notice to File Missing Parts of Application Under 37 C.F.R. § 1.53(e) dated March 29, 2002, enclosed please find:

- ☐ a Declaration and Power of Attorney executed by the inventor(s) and the surcharge of \$130.00 (fee code 105) as set forth in 37 C.F.R. § 1.16(e);
- ☒ Submission of Formal Drawings with 8 sheets of drawings (Figs. 1 - 7);
- ☒ a Petition for Extension of Time;
- ☒ Fee Transmittal;
- ☒ other: (a) Petition Under 37 C.F.R. §1.47 and Response To "Notice To File Missing Parts";
(b) Copy of Letter to Inventor of April 9, 2002, and copy of Certified Mail Receipt (Attachments A & B);
(c) Claim Of Right To Action By Assignee (37 C.F.R. 3.73(B));
(d) Copy of New Products, Ideas, Inventions & Confidential Data Agreement;
(e) Information Disclosure Statement, PTO-1449 (2 pages) and 27 References.
- ☒ return postcard;
- ☒ copy of Notice to File Missing Parts of Application; and
- ☒ charge \$130.00 to Deposit Account No. 13-2491 for the fee due for missing parts.

The Commissioner is hereby authorized to charge any appropriate fees under 37 C.F.R. §§ 1.16, 1.17 and 1.21 that may be required by this paper or to credit any overpayment to Deposit Account No. 13-2491. This paper is submitted in duplicate.

Respectfully submitted,


Eden U.I. Stright
Registration No. 51,205

Date: July 1, 2002 (Monday)

WorldCom, Inc.
1133 19th Street, NW
Washington, DC 20036
Phone: 202 736-6008
Fax: 202-736-6382

WORLD COM

Technology Law Group
Law and Public Policy
2424 Garden of the Gods Road
Colorado Springs, CO 80919

VIA CERTIFIED MAIL 7001 0360 0001 2939 2212

April 9, 2002

Forrest L. Pierson, Jr.
5927 Buffridge Trail
Dallas, TX 75252



RE: RIC00036

Dear Mr. Pierson:

We have enclosed a patent application filed entitled "AN ELECTRICAL BOX FOR PROVIDING ELECTRICAL POWER AND LOW VOLTAGE SIGNALS TO A BUILDING". You were named as an inventor in this application and consequently the United States Patent and Trademark Office (USPTO) is now requesting that we submit the required formal papers with your signature.

We have enclosed a copy of the patent application, including the specification, claims, and drawings. Please review the entire application and sign and date the enclosed Declaration and Assignment forms where your name is listed. So that we may respond to the USPTO in a timely fashion, please promptly complete and return the signed forms to us at the address provided below.

If we do not receive some form of response from you by May 1, 2002, we will assume that you are either unable or unwilling to cooperate in further supporting this patent application.

Should you have any questions about any of the above, please contact me directly at the number provided below or call my assistant, Teresa Stephens, at (719) 535-3089. Thanks in advance for handling this promptly.

Best regards,

Frank McKiel, Jr.
Patent Agent
WorldCom, Inc.
Technology Law Dept. MS 9854/117
2424 Garden of the Gods Rd.
Colorado Springs, CO 80919
Tel: (719) 535-6307
Fax: (719) 534-2024

Enclosures



Atty Docket: RIC00036
Application Number: 10/087,983

#5

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of :

PIERSON, Jr.

: Group Art Unit: 2839

Serial No.: 10/087,983

Filed: March 5, 2001

: Confirm. No: 1526

For: AN ELECTRICAL BOX FOR PROVIDING ELECTRICAL POWER AND
LOW VOLTAGE SIGNALS TO A BUILDING

CLAIM OF RIGHT TO ACTION BY ASSIGNEE (37 C.F.R. 3.73(b))

Commissioner For Patents
Washington, D.C. 20231

Sir:

Pursuant to the provisions of 37 C.F.R. 3.73(b) and in connection with the above referenced Application, Applicants direct attention to the attached employment agreement executed by the sole inventor, Forrest L. Pierson, Jr. The recordation of this agreement is also being filed on even date herewith. This agreement, executed August 5, 1996, essentially provides for the assigning of all right, title and interest to patents and patent applications to MCI Communications Corporation, which has since been succeeded by WorldCom, Inc.

The undersigned represents that, to the best of knowledge and belief, the invention to which the Application pertains is subject to this agreement, at least by virtue of the invention having been conceived during the time of employment and considering that the inventor voluntarily disclosed the invention to the assignee in acknowledgement and fulfillment of this very agreement. Accordingly, the undersigned contends that the attached agreement constitutes an assignment of the above referenced Application.



Atty Docket: RIC00036

Application Number: 10/087,983

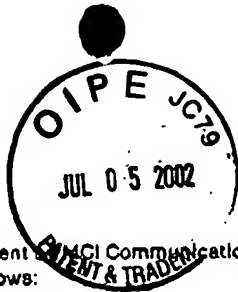
WorldCom, Inc., including any representative of record in the Application or acting under 37 CFR 1.34(a), hereby claims the right to prosecute the present Application and otherwise take action upon the Application before the United States Patent and Trademark Office.

Respectfully submitted,

Date JULY 1, 2002

Frank McKiel, Jr.
Agent for Assignee
Registration No. 43,792
Phone: (719) 535-6307
Fax: (719) 534-2024

WorldCom, Inc.
1133 19th Street, N.W.
Washington, D.C. 20036

MCI

New Products, Ideas, Inventions & Confidential Data Agreement

In consideration of my employment with MCI Communications Corporation and/or its subsidiaries and affiliated companies (hereinafter called the "Company"), I agree as follows:

1. I agree that any inventions, discoveries, improvements, developments, devices, tools, machines, apparatus, appliances, designs, promotional ideas, practices, processes, formulas or products, useful in or related to the business in which the Company may at the time be engaged or proposes to be engaged, whether patentable, copyrightable or otherwise, made, discovered, conceived, developed, reduced to practice or secured by me, solely or jointly with others, or otherwise, during my term of employment (hereinafter called "Inventions"), will be disclosed promptly and fully to the Company and become the property of the Company.
2. At the request of the Company at any time or from time to time during my term of employment or after the termination thereof, without further compensation, and at the expense of the Company, I will make application in due form for letters patent, copyrights or trademarks, domestic and foreign, relating to the inventions, and will assign to the Company or persons designated by the Company all my right, title and interest in and to said letters patent, copyrights and trademarks and the applications therefor.
3. I will at any time execute any and all instruments and documents and do such further acts and things which the Company may deem desirable in connection with obtaining for the benefit of the Company the inventions, including the application for letters patent, copyrights or trademarks or in order to establish and perfect in the Company or persons designated by the Company the entire right, title and interest in and to such letters patent, copyrights or trademarks and the property rights and materials connected therewith and all continuations, renewals or reissues thereof or in the conduct of any proceedings or litigation with respect thereto, the inventions to be and remain the property of the Company whether patented, copyrighted, registered or not.
4. I acknowledge that during the course of my employment I may come into the possession of knowledge and/or documents and/or information relating to the business of the Company, as well as the business of customers, vendors or other parties transacting business with the Company, their manufacturing methods, processes, techniques, products, research or customer lists which are highly confidential. I further acknowledge that disclosure of such documents and/or information to anyone other than the officers or employees of the Company, on a need to know basis, would result in irreparable harm to the Company. Therefore, I agree not to disclose any such documents or any information which is not generally known or available to the public without the express approval of the president of the Company or his designee.
5. I acknowledge that disclosure of confidential documents and information, directly or indirectly, either during the term of my employment or thereafter, constitutes a violation of this Agreement and would be extremely detrimental to the rights and business of the Company. I further agree that upon termination of my employment, I shall deliver to the Company any and all documents, records, and other information pertaining to the business of the Company to which I had access, and that I shall not retain any records, reports, notes, compilations or other recorded matter or any copies thereof relating to the Company's operations, activities, or business during the term of my employment.
6. I attach hereto a complete list of all inventions made, discovered, developed, or conceived by me prior to my employment by the Company, and I declare these inventions shall be excluded from this Agreement.
7. This Agreement shall survive termination of my employment, irrespective of whether such termination is voluntary or involuntary.
8. I agree that all of my obligations under this Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and that this Agreement shall inure to the benefit of the Company, its successors or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of August 1996

[Signature]
Employee

FORREST L. PIERSON, JR.
(name printed)

[Signature]
Witness

SARAH WRIGHT
(name printed)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Forrest L. Pierson, Jr.
5927 Buffridge Trail
Dallas, TX 75252

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Judy Pierson B. Date of Delivery 4-13-02
C. Signature Judy Pierson ☐ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7001 0360 0001 2939 2212

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952